

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT

IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Case No.: 2018-018704-CA-01

Judicial Section: CA13

Judge Brinkley, Tanya

MARIO MIRABAL,

Defendant,

-VS.-

DEUTSCHE BANK NATIONAL TRUST COMPANY,

Plaintiff.

FILED FOR THE COURT
CLERK OF THE COURT
JAN 21 2019
CLERK OF THE COURT
JAN 21 2019

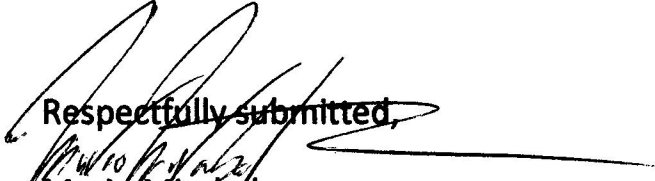
NOTICE OF SUPPLEMENTAL FILING

Defendant, Mario Mirabal, by and through undersigned counsel, hereby files this Notice of Supplemental Filing and provides notice to the Court of the Response to Deutsche Bank's Motion to Dismiss in the related Adversary Proceeding (Case No. 24-01418-CLC), currently pending before the United States Bankruptcy Court for the Southern District of Florida.

The Response, which addresses Deutsche Bank's Motion to Dismiss in the adversary proceeding, includes substantial factual and legal evidence concerning the fraudulent assignment of the mortgage note at the heart of the underlying case. This filing is submitted for the Court's review in

connection with the Motion for Relief from Judgment under Rule 1.540(b) as filed in the above-captioned matter.

Defendant respectfully requests that the Court consider the evidence and arguments provided in this supplemental filing as part of the record in this case. The Response to Motion to Dismiss, as referenced, is attached as Exhibit A.


Respectfully submitted,
Mario Mirabal

563 w 49 st

Miami Beach, FL 33140

solphax@gmail.com

Exhibit A

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF FLORIDA

MIAMI DIVISION

Case No.: 24-01418-CLC

Judge: Corali Lopez-Castro

MARIO MIRABAL,

Plaintiff,

v.

DEUTSCHE BANK NATIONAL TRUST COMPANY,

Defendant.

**RESPONSE TO DEUTSCHE BANK NATIONAL TRUST COMPANY'S MOTION TO
DISMISS**

Plaintiff Mario Mirabal ("Plaintiff"), by and through his undersigned counsel, hereby responds to the Motion to Dismiss filed by Defendant Deutsche Bank National Trust Company ("Defendant"). In support of this response, Plaintiff states as follows:

I. PRELIMINARY STATEMENT and INTRODUCTION:

This Motion to dismiss filed by Deutsche Bank is in fact, their , latest tactic to put lipstick on a pig, given the facts that have been uncovered by the Plaintiff, hidden from the courts by design by a long list of Defendants counsel, for 16 years .

Despite their effective efforts to suppress the fraud during all of these years, as the evidence will show, every court that has heard their case has dismissed it, calumniating in dismissal with prejudice in 2020. Leading to the collusion with KP Investments and their counsel that brought the Plaintiff's case before this Court.

The fraudulent assignment is the core issue deutsche bank's latest counsel is tasked with avoiding, because they simply can't tuck it under the rug of superfluous arguments, now that it has been clearly shown, it can't be unseen. Their Strategic Deflections from Fraudulent Misconduct are a transparent attempt to distract the Court from the substantive fraud at the heart of this matter.

As demonstrated by the Supplementary Evidence and the allegations in Plaintiff's adversary proceeding are not only plausible but supported by substantial factual and legal evidence, particularly concerning the fraudulent conduct surrounding the assignment of the mortgage note. Defendant's motion to dismiss fails to address the full scope of the Plaintiff's claims and should be denied. Still the Plaintiff will address the Their Strategic Deflections .

II. PLAINTIFF'S STANDING

Defendant's motion asserts that Plaintiff lacks standing to challenge the loan documents, including the assignment of the mortgage note. However, Plaintiff's standing is established not only through his title to the property (via a Quitclaim Deed from the Borrower, Ariana Birencwajg, recorded on July 21, 2009) - (Exhibit A) but also due to the fraudulent nature of the assignment, as outlined in Plaintiff's adversary complaint and the supplementary evidence.

The Quitclaim Deed, executed by Ariana Birencwajg, transferred ownership of the property to Plaintiff, making him the rightful party to challenge any attempts to collect on the mortgage note. Furthermore, as the FDIC has already resolved the debt associated with the mortgage through its receivership of IndyMac, any subsequent attempt to assign or enforce the mortgage note is fraudulent, and Plaintiff has the standing to raise this issue in court. The fraudulent assignment, which was made post-receivership in 2010, is central to Plaintiff's claim that Deutsche Bank improperly seeks to assert rights over a debt that was extinguished by the FDIC.

III. STATUTE OF LIMITATIONS

Defendant argues that Plaintiff's claims are barred by the statute of limitations, yet this assertion fails in light of the nature of the fraudulent conduct alleged. The statute of limitations for actions related to the assignment of the mortgage should not run from the original 2008 foreclosure action but rather from the date Plaintiff discovered the fraudulent nature of the assignment, which occurred during the course of this adversary proceeding. As demonstrated by the Motion for Supplementary Evidence and the evidence in this response, the fraudulent assignment was concealed until it was uncovered by Plaintiff, triggering a fresh basis for legal action. Thus, the statute of limitations should be tolled due to the fraudulent concealment of key facts and evidence.

IV. DECLARATORY RELIEF AND FAILURE TO STATE A CAUSE OF ACTION

Defendant contends that Plaintiff's request for declaratory relief is improper because it seeks an advisory opinion and fails to meet the legal

the FDIC declared that no distribution would be made to general unsecured claims from IndyMac's receivership. This means that any claims or debts associated with IndyMac, including its mortgage notes, were essentially resolved or extinguished by the FDIC's actions, and IndyMac no longer had the ability to transfer or assign debts post-closure.

If Deutsche Bank is asserting that they now hold the mortgage note and are attempting to enforce it through foreclosure, they would be doing so based on a fraudulent assignment, because the debt was already satisfied by the FDIC's intervention, and any subsequent assignment made by IndyMac (or on its behalf) post-closure would lack the legal authority to transfer the mortgage note.

Even if Deutsche Bank provides a mortgage note in their name, the note would be tainted because the underlying debt was already settled by the FDIC. The fraudulent assignment is the core issue here — Deutsche Bank's actions are essentially an attempt to collect on a debt that no longer exists because it was resolved through the FDIC's settlement. Since IndyMac no longer held the mortgage note after it was closed and its debts were extinguished, any subsequent attempt to assign the mortgage note to Deutsche Bank after the FDIC's determination would not have been valid.

Therefore, Deutsche Bank's participation in this case, after IndyMac's closure and the FDIC's settlement, is fraudulent as they are attempting to assert rights over a mortgage note that they never lawfully acquired.

ORIGINAL DOCUMENT INFORMATION:

The assignment references the original CFN No: 2007 R 140573, which is tied to the original mortgage note, and the orig. Book/Page (25351/3917), showing that the assignment relates to the mortgage note held by IndyMac (Exhibit 2)

SYSTEMIC FRAUD BY DEUTSCHE BANK:

The assignment of the mortgage in 2010 by IndyMac's former trustees (or other agents acting post-receivership) is fraudulent and constitutes an attempt to fraudulently transfer the mortgage note in violation of both the FDIC settlement and standard assignment procedures.

Furthermore, Deutsche Bank accepted the assignment knowing or having reason to know that the debt had been resolved through the FDIC's intervention, as part of a fraudulent scheme to improperly claim the mortgage note.

Indymac and later Deutsche Bank's suit (s) has met with dismissal since 2008, from every court that has heard it's case, all attempts to foreclose have failed from the first dismissal in 2011 - 2020 when Deutsche Bank was dismissed with prejudice. Deutsche Bank has never produced a legitimate original note. Despite this concealment Deutsche bank managed to keep the fraud from discovery by successive counsel for the Plaintiff and the courts.

When counsel for KP Investments Kenneth Damas contacted then counsel for Deutsche Bank prior to filing suit (as stated by Carlos Perez in his deposition, a clear violation of the rules of conduct by an individual licenced to practise law in this state) both parties colluded and KP Investments filed suit for specific performance. Deutsche Bank with help from KP investment's misrepresentations and perjury, could effectively divert attention and through KP Investments finally complete the fraud they have been perpetuating since 2008.

While reviewing the Proof of Claim entered into this court by Deutsche Bank, what had been hidden from all prior courts was discovered by the plaintiff. Everything about the assignment was fraudulent, including the filing itself, because deutsche bank entered into evidence a false assignment. (Exhibit D)

The true corresponding assignment was entered into evidence with this

court by the plaintiff as part of his adversary proceeding. All of the individuals involved in the correct assignment are of ill repute, every single aspect of the assignment is fraudulent as detailed in all motions since its discovery.

Court Dismissals with and without prejudice from 2008-2020 : (Exhibit 3)

PATTERN OF FRAUD AND NONCOMPLIANCE BY DEUTSCHE BANK :

Deutsche Bank has a documented history of engaging in fraudulent practices and failing to comply with federal regulatory requirements, as evidenced by prior cases brought by the United States government. These cases underscore Deutsche Bank's systemic deficiencies in oversight, compliance, and adherence to federal laws, which are directly relevant to the fraudulent conduct demonstrated in Plaintiff's complaint.

United States v. Deutsche Bank AG and MortgageIT, Inc.

In the United States v. Deutsche Bank AG and MortgageIT, Inc., the defendants admitted to making fraudulent certifications about the quality of loans insured by the Federal Housing Administration (FHA). Despite knowing that these loans did not meet the required standards, Deutsche Bank and its subsidiary certified them as compliant, leading to substantial financial losses for the U.S. government. This case resulted in a \$202 million settlement, illustrating the severity of the harm caused by Deutsche Bank's actions.

The fraudulent certifications in the MortgageIT case parallel Deutsche Bank's conduct in this matter. Here, Deutsche Bank asserts claims against federally backed assets based on mortgage assignments it knows to be invalid. Just as the defendants in MortgageIT undermined federally insured

programs by certifying false loan quality, Deutsche Bank's fraudulent assignments of IndyMac-originated loans violate the integrity of the FDIC's receivership process and improperly burden federal insurance mechanisms.

Deutsche Bank Trust Corporation ("DBTC"), which is a wholly owned subsidiary of DBAG. DBTCA is a New York State chartered bank regulated by the New York State Department of Financial Services ("NYSDFS"). DBTCA is also a member of the Federal Reserve System and an FDIC-insured bank and, accordingly, is regulated by the Board of Governors of the Federal Reserve System (the "Federal Reserve") and the FDIC. DBTCA is also a transfer agent registered with the Securities and Exchange Commission ("SEC").

As detailed in the 2015 IDI Resolution Plan for Deutsche Bank Trust Company Americas ("DBTCA"), Deutsche Bank was aware of the critical importance of maintaining integrity in its financial transactions and the necessity of protecting U.S. taxpayers and the financial system from undue risk.

The 2015 IDI Resolution Plan specifically discusses Deutsche Bank's commitment to ensuring that its operations, including those of DBTCA, would avoid the creation of fraudulent claims, such as those related to claims against mortgages that had already been satisfied. The plan outlined resolutions sought to limit exposure to taxpayer-funded relief and avoid financial actions that could trigger unnecessary costs to the FDIC or the DIF.

By continuing to pursue a mortgage claim (s) that had already been resolved by the FDIC's intervention, Deutsche Bank, with knowledge of its prior settlements, is in violation of the principles outlined in Deutsche Bank's own resolution strategy. This fraud is an attempt to circumvent the FDIC's resolution process, thereby undermining the federal safeguards established to prevent such actions .

MERRITS FOR THE FULL ATTENTION OF THIS BODY

According to <https://www.uscourts.gov/statistics-reports/federal-judicial-caseload-statistics-2023> Filings of bankruptcy petitions rose 2 percent (up 7,900 petitions) to 403,273 and there were only 350 authorized bankruptcy judgeships in 2023, with more than likely an increased number of filings in 2024.

While at first glance, a court tasked to rule on hundreds if not more than a 1000 cases in a year, may view a case such as this case at face value as too incredible a fraud to have been allowed to persist for over 16 years, appearing at face value as yet another case of an individual trying to avoid dealing with a legitimate creditor's attempts to collect on a legitimate debt, by legitimate means, but here, in this case before this honorable Court as in other cases involving Deutsche Bank, a continued disregard for federal laws once again is brought to light.

Another instance where Deutsche Bank, a foreign institution with global reach abuses its great power of the purse, in violation of the public trust by the erosion of Legal and Constitutional Rights, exploiting legal loopholes, manipulating the legal system to evade accountability, undermining citizens' rights and constitutional protections.

This type of economic destabilization, systemic fraud, like misrepresenting securities, can lead to financial crises (e.g., the 2008 crisis). This undermines public trust and destabilizes markets.

While not terrorism under legal definitions, financial fraud by a major institution could destabilize the economy or erode public trust in critical institutions in the U.S.A. , creating a ripple effect that threatens national security.

Such is the gravity of what this case brings to the light of day before this Court. How many thousands of Americans have lost their homes or may still

be facing foreclosure actions under the same fraud evident in this case?

A. If this court were to subpoena records from the FDIC to uncover the full extent of this fraud such as a comprehensive list of IndyMac-originated loans assigned to Deutsche Bank between July 11, 2008 and December 31, 2011 or,

B. Given the potential absence of FDIC records of fraudulent assignments made post-IndyMac closure, subpoena all mortgage assignments transferring loans from IndyMac to Deutsche Bank that were filed between July 11, 2008 , and December 31, 2011 from clerks of court nationwide. How many fraudulent assignments were carried out by Deutsche Bank with the help of individuals like David J Stern and others?

How might have the United States Government been harmed by this double dipping and pursuing claims on fraudulent assignments of mortgages of indymac notes after IndyMac's closure by the FDIC in July 2008, and post November 12, 2009's FDIC order of no distribution.

While the Plaintiff in this case is aware of the overwhelming caseload before this court, this case merits the attention of this body to bring the full might and weight of the United States Government upon this most egregious fraud that has just come to light.

VI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court deny Defendant Deutsche Bank National Trust Company's Motion to Dismiss in its entirety. Plaintiff's claims are legally and factually sufficient to proceed to a Declaratory judgment , and the evidence demonstrates that Deutsche Bank's actions are part of an ongoing pattern of fraud and misrepresentation that warrants full adjudication.

WHEREFORE, Plaintiff Mario Mirabal respectfully requests that this Court deny Defendant's Motion to Dismiss, allow the continuation of this adversary proceeding, giving a Declaratory judgment and provide any other relief the Court deems just and proper.

Respectfully submitted,

MARIO MIRABAL

563 W 49th St,

Miami Beach, FL 33140

solphax@gmail.com

Exhibit A

Page 1 of 1

Exhibit B

1. ARIANA BIRENCWAIG, appoint Mario Mirabal to act in my place for the purposes of:

This power of attorney takes effect on Upon being signed and shall remain irrevocable. I grant my attorney-in-fact full authority to act in any manner both proper and necessary to the exercise of the foregoing powers, and I ratify every act that my attorney-in-fact may lawfully perform in exercising those powers.

Signed: This 18 day of NOVEMBER
State of: _____ County of: _____
Signature: Principal _____

On the date written above, the principal declared to me that this instrument is his or her financial power of attorney and that he or she willingly executed it as a free and voluntary act. The principal signed this instrument in my presence.

Signature _____

Printed Name Arturo Fernandez

Street Address UPPERWAY 651

City, State, Zip Code Los Angeles

Witness 2

Signature [Signature]

Printed Name: Abuq Choda Khusk

Street Address Unfway 647

City, State, Zip Code Bo. Ariz

CERTIFICATE OF ACKNOWLEDGMENT OF EXECUTION OF AN INSTRUMENT

Republic of Argentina

(Country)

City of Buenos Aires

(County and/or Other Political Division)

(County and/or Other Political Division)

} SS:

Embassy of the United States of America

(Name of Foreign Service Office)

I, _____

Christopher B. Creaghe, Vice Consul

of the United States of America at _____

Buenos Aires, Argentina

duly commissioned and qualified, do hereby certify that on this day of _____

11-18-2013

, before me personally appeared

Date (mm-dd-yyyy)

—Ariana Paula Birencwajg—

I personally know, and known to me to be the individual described in, whose name _____ is _____ subscribed to,

and who executed the annexed instrument, and being informed by me of the contents of said instrument _____ who

duly acknowledged to me that _____ she _____ executed the same freely and voluntarily for the uses and purposes

therein mentioned.

[SEAL]



In witness whereof I have hereunto set my hand and

affixed my seal the day and year last above written.

[Signature]

Vice Consul

of the United States of America.

This document consists of 3 pages, including the Acknowledgment certificate.

NOTE: Wherever practicable all signatures to a document should be included in one certificate.

Exhibit C

Prepared by: DAVID J. STERN, ESQ
Record & Return to: 900 South Pine Island Road #400
Plantation, FL 33324-3920
954-56391 (INDYNW)

This space is for recording purposes only

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT INDYMAC BANK, F.S.B.

Residing or located at c/o OneWest Bank, FSB, 888 East Walnut Street, Pasadena, California 91101, herein designated as the assignor, for and in consideration of the sum of \$1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto Deutsche Bank National Trust Company, as Trustee of the Indymac INDX Mortgage Trust 2007-AR5, Mortgage Pass-Through Certificates, Series 2007-AR5 under the Pooling and Servicing Agreement dated March 1, 2007 residing or located at: c/o OneWest Bank, FSB, 888 East Walnut Street, Pasadena, California 91101 herein designated as the assignee, the mortgage executed by ARIANA BIRENCWALD, A SINGLE WOMAN recorded in MIAMI-DADE County, Florida at book 25351 and page 3917 encumbering the property more particularly described as follows:

LOT 21, BLOCK 27, LAKE VIEW SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 42 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

together with the note and each and every other obligation described in said mortgage and the money due and to become due thereon

TO HAVE AND TO HOLD the same unto the said assignee, its successors and assigns forever, but without recourse on the undersigned.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed, as of the 10 day of June, 2010.

Signed in the presence of:

INDYMAC BANK, F.S.B.
(CORPORATE SEAL)

ATTEST:

BY: [Signature]
PRINT NAME: Eric A. Johnson-Sack
TITLE: Attorney in Fact

WITNESS:

Print Name: Dodger

WITNESS:

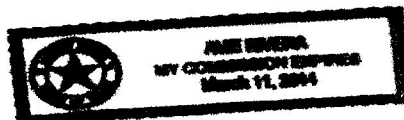
Print Name: [Signature]

STATE OF Texas
COUNTY OF Texas

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 10 day of June, 2010, within my jurisdiction, the within named Eric A. Johnson-Sack who is personally known to me or who produced [Signature] as identification and who acknowledged to me that (s)he is ATTORNEY IN FACT and that for and on behalf of INDYMAC BANK, F.S.B. and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by INDYMAC BANK, F.S.B. to do so.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of June, 2010.

one west sig



[Signature]
NOTARY PUBLIC

Exhibit D

False

1 0000 0000 0000 0000 0000 0000 0000 0000

CFN 20090280916
OR BK 24832 Ps 26791 (1ps)
RECORDED 04/17/2009 11:36:45
HARVEY RUBIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

Prepared by: DAVID J. STERN, ESQ.
Record & Return to: 900 South Pine Island
Road 0400

Plantation, FL 33324-3920
08-56391 (INDNW)

MERS MIM: 100814700970042005
MERS PHONE NUMBER: 1-888-679-6377

This space is for recording purposes only

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS

THAT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Residing or located at 7700 W. PARMER, BLDG. D., AUSTIN, TX 78729 herein designated as the assignor, for and in consideration of the sum of \$1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto INDYMAC BANK, F.S.B. residing or located at: C/O 7700 W. PARMER, BLDG. D., AUSTIN, TX 78729 herein designated as the assignee, the mortgage executed by ARIANA BIRENCWAJG, A SINGLE WOMAN recorded in MIAMI-DADE County, Florida at book 25351 and page 3917 encumbering the property more particularly described as follows:

LOT 21, BLOCK 27, LAKE VIEW SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 42 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

together with the note and each and every other obligation described in said mortgage and the money due and to become due thereon

TO HAVE AND TO HOLD the same unto the said assignee, its successors and assigns forever, as of the 16TH day of April, 2008, but without recourse on the undersigned.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed, as of the 31 day of May, 2009.

Signed in the presence of:

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

ATTEST:

BY:

PRINT NAME: Roger Stotts

TITLE: VICE PRESIDENT

WITNESS:

Print Name: Gina L. [Signature]

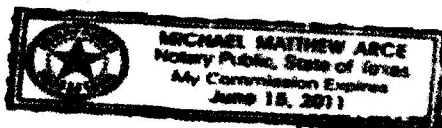
WITNESS:

Print Name: Jonathan G. [Signature]

STATE OF Texas
COUNTY OF Williamson

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 31 day of May, 2009, within my jurisdiction, the within named Roger Stotts who is personally known to me or who produced as identification and who acknowledged to me that (s)he is VICE PRESIDENT and that for and on behalf of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. to do so.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of May, 2009.



PBM *F08-56391* *D1104*

Exhibit 1

08-23324CA20

This space is for recording purposes only

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL
CIRCUIT, IN AND FOR MIAMI-DADE COUNTY,
FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO:

INDYMAC BANK F.S.B
PLAINTIFF

VS.

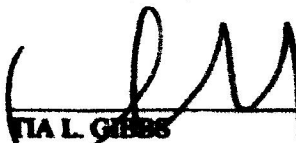
ARIANA BIRENCWAJG; UNKNOWN
SPOUSE OF ARIANA BIRENCWAJG, IF
ANY; ANY AND ALL UNKNOWN PARTIES
CLAIMING BY, THROUGH, UNDER, AND
AGAINST THE HEREIN NAMED
INDIVIDUAL DEFENDANT(S) WHO ARE
NOT KNOWN TO BE DEAD OR ALIVE ,
WHETHER SAID UNKNOWN PARTIES MAY
CLAIM AN INTEREST AS SPOUSES, HEIRS,
DEVISEES, GRANTEEES OR OTHER
CLAIMANTS; MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC; JOHN DOE
AND JANE DOE AS UNKNOWN TENANTS
IN POSSESSION
DEFENDANT(S)

NOTICE OF LIS PENDENS

1. TO: The above named Defendants, AND ALL OTHERS WHOM IT MAY CONCERN:
2. YOU ARE NOTIFIED of the institution of this action by the Plaintiff against you seeking to foreclose the Note and Mortgage encumbering the described property and the decreeing of a sale of the property under the direction of the court in default of the payment of the amount found to be due the Plaintiff under the Note and Mortgage, and for other, further and general relief set forth in the Complaint.
3. The property involved is that certain parcel, lot or unit situate, lying and being in MIAMI-DADE County, Florida, as set forth in the mortgage recorded in Official Records Book 25351, at Page 3917, more particularly described as follows:

LOT 21, BLOCK 27, LAKE VIEW SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF AS
RECORDED IN PLAT BOOK 14, PAGE 42 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY,
FLORIDA

Dated at Plantation, Broward County, Florida, this 2 day of April, 2008.



TIA L. GIBBS

Law Offices of David J. Stern, P.A.
Attorney for Plaintiff
900 South Pine Island Road SUITE 400
Plantation, FL 33324-3920
(954) 233-8000
Bar #: 37032

08-56391 (INDNW)

Exhibit 2



DOCUMENT IMAGE

ORDER CERTIFIED COPIES

REDACTION REQUEST

First Party (Code):	INDYMAC BNK F S B (D)	Second Party:	DEUTSCHE BNK NATL TRUST CO TRU	Rec Book/Page:	27336 / 3372	Rec Date:	06/30/2010
Orig. CFN No:	2007 R 140573	Orig. Book/Page:	25351 / 3917	Misc Reference:			
Document Type:	AMO	Entry Date:	06/30/2010	Pages:	1		
Subdivision Name:		Legal Description:		Block No:		Folio No:	
Plot Book/Page:		Section:		Township:		Range:	
First Party (Code):	BIRENCWAJG ARIANA (D)	Second Party:	DEUTSCHE BNK NATL TRUST CO TRU	Rec Book/Page:	27336 / 3372	Rec Date:	06/30/2010
Orig. CFN No:	2007 R 140573	Orig. Book/Page:	25351 / 3917	Misc Reference:			
Document Type:	AMO	Entry Date:	06/30/2010	Pages:	1		
Subdivision Name:		Legal Description:		Block No:		Folio No:	
Plot Book/Page:		Section:		Township:		Range:	
First Party (Code):	DEUTSCHE BNK NATL TRUST CO TRU (R)	Second Party:	INDYMAC BNK F S B	Rec Book/Page:	27336 / 3372	Rec Date:	06/30/2010
Orig. CFN No:	2007 R 140573	Orig. Book/Page:	25351 / 3917	Misc Reference:			
Document Type:	AMO	Entry Date:	06/30/2010	Pages:	1		
Subdivision Name:		Legal Description:		Block No:		Folio No:	
Plot Book/Page:		Section:		Township:		Range:	

Exhibit 3

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT, IN
AND FOR MIAMI-DADE COUNTY,
FLORIDA

CIVIL CIRCUIT DIVISION

CASE NO.: 08-23324-ADJ

Indymac
Plaintiff,

vs. Birenewaig, Ariana

Defendant.

**Order Dismissing Case for Plaintiff's Non-appearance at Initial Case
Management Conference**

This case came before the Presiding Judge on 3-21-11 pursuant to an
Order Setting Initial Case Management Conference, which requires the parties to
attend the Case Management Conference.

The Plaintiff failed to appear without explanation.

Therefore, this case is dismissed without prejudice.

Done and Ordered at Miami, Miami-Dade County, Florida, this 21st of March
2010.


Presiding Judge

R. A. SILVER
CLERK FOR JUDGE

cc: Service List

If you are a person with a disability who needs any
accommodation in order to participate in this proceeding, you are
entitled, at no cost to you, to the provision of certain assistance.
Please contact the Eleventh Judicial Circuit Court's ADA
Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st
Ave., Suite 2702, Miami, FL 33128, Telephone (305) 349-7175;
TDD (305) 349-7174 at least 7 days before your scheduled court
appearance, or immediately upon receiving this notification if the
time before the scheduled appearance is less than 7 days; if you
are hearing or voice impaired, call 711.

Form Order _____
for Order dismissing for nonappearance

NO FURTHER JUDICIAL ACTION IS REQUIRED
THIS CASE IS CLOSED

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

24
CFN: 20170320087 BOOK 30563 PAGE 2170
DATE: 06/06/2017 04:31:55 PM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE C

CIRCUIT CIVIL DIVISION

CASE NO: 2013-2778

Deutsche Bank

Plaintiff(s),

vs.

Mario Mirabal

Defendant(s),

FILED FOR REC.

2017 MAY 30 PM 2:18

HARVEY RUVIN
CLERK, CIRCUIT & COUNTY CTS
MIAMI-DADE COUNTY, FLA.
CIVIL DIVISION

ORDER
GRANTING/DENYING
PLAINTIFF'S/DEFENDANT'S

THIS CAUSE having come on to be heard on
on Plaintiff's/Defendant's Motion

Trial

May 30, 2017

and the Court having heard arguments of counsel, and being otherwise advised in the premises, it is hereupon

ORDERED AND ADJUDGED that said Motion be, and the same is hereby

Case is hereby dismissed without prejudice
his pendens is hereby released
Each Party to bear its/his own attorneys'
Fees

DONE AND ORDERED in Chambers at Miami-Dade County, Florida this 30

day of

May

2017

FINAL ORDERS AS TO ALL PARTIES SRS DISPOSITION NUMBER THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

Copies furnished to: Clerk of Record

CIRCUIT COURT JUDGE

William Thomas
Circuit Court Judge

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2018-018704-CA-01

SECTION: CA13

JUDGE: Alexander Bokor

Deutsche Bank National Trust Company

Plaintiff(s)

vs.

Ariana Birencwajg et al

Defendant(s)

ORDER OF DISMISSAL BASED ON SETTLEMENT

THIS COURT has been advised that the matter has been settled as to all parties and therefore, it is hereby:

ORDERED AND ADJUDGED that this case is dismissed with prejudice. The Court reserves jurisdiction to enforce the settlement and to enter orders necessary to this enforcement, or to set aside this Order of Dismissal if the matter has not been resolved. The Court also reserves jurisdiction to assess attorney's fees and costs, if applicable, upon proper motion and hearing.

DONE and ORDERED in Chambers at Miami-Dade County, Florida on this 5th day of March, 2020.

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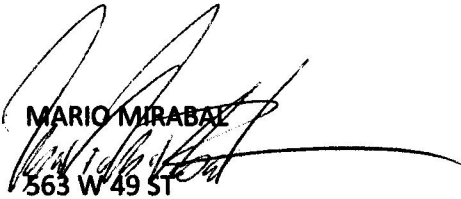
Hon. Alexander Bokor

CIRCUIT COURT JUDGE

Electronically Signed

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy hereof was served via U.S. mail on November 27, 2004 TO: Yousuf, Mehwish A @ Quintairos, Prieto, Wood & Boyer, P.A 2400 E Commercial Blvd Ste 520 Fort Lauderdale, FL 33308-4050


MARIO MIRABAL
363 W 49 ST

MIAMI BEACH,FLORIDA 33140

SOLPHAX@GMAIL.COM